

United States Bankruptcy Court
One Bowling Green
Courtroom: 610
New York, NY 10004-1408

June 19, 2009

Attn: The Honorable Judge Robert D. Drain

Case Number 05-44481- Objection to Article 9.5.11 MDA June 16, 2009 (revised)

As a retired Delphi Salaried Employee, I strongly object to the June 16, 2009 (revised) Master Disposition Agreement, Article 9.5.11 Severance, that severance payment will be terminated upon the emergence date.

Upon my retirement from Delphi, effective 5/1/2009, I entered into a signed contract with Delphi to receive severance pay on a monthly basis ending October 31, 2009. This contract was signed by the Delphi representative, Lisa N. Fronk, on April 9, 2009 during Delphi's bankruptcy. In turn, I gave up my contractual rights to file any claim against Delphi due to my employment or separation from Delphi. This contract is titled: Delphi Corporation Separation Allowance Plan Release of Claims. It is my position that I surrendered my contractual rights to pursue a claim of wrongful employment termination in return for a 6 month severance pay package based on my 30 years, 10 months of active service with GM/Delphi. The contract stated that I released Delphi from any of the following Acts and laws:

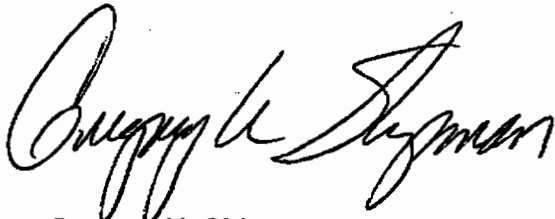
- Employee Retirement Income Security Act of 1974 and amendments
- Title VII of the Civil Rights Act of 1964 and amendments
- Americans with Disabilities Act
- Age Discrimination in Employment Act
- Equal Pay Act
- State fair employment practices
- Any other federal, state or local law, order, or regulation or common law relating to employment or employment discrimination (based on age);

Therefore, these severance payments are a contract liability. I maintain that I have a valid and binding legal contract with Delphi, offered and signed by Delphi, that I expect to be honored.

This severance pay is extremely important to the livelihood my family, three of whom are children. I have started my own business in conjunction with Vertical Alliance Group but do not expect to generate enough revenue to support my family until the end of third Quarter, 2009. Due to my retirement, I now pay full premium for health benefits, life

insurance as well as the expense of starting a new business. I also expect a drastic reduction in my retirement pension due to my age of 54 if it goes to PBGC.

I ask the court to please not accept this modified plan but hold Delphi to its binding contractual agreement with regards to severance pay for myself.



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